

**DETENTION AGREEMENT
LAFAYETTE PARISH JUVENILE DETENTION HOME**

THIS AGREEMENT entered into on this 13th day of FEBRUARY, 2019, by and between the LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT (hereinafter referred to as "LCG"), represented herein by its duly authorized Mayor-President, JOEL ROBIDEAUX, and the ST. JOHN THE BAPTIST PARISH GOVERNMENT (hereinafter referred to as ["Parish"], represented herein by its duly authorized [TITLE] Parish President, [NAME] NATALIE ROBERTSON, (each individually, "Party" and collectively, "Parties"), who declared as follows:

RECITALS

WHEREAS, LCG operates the Lafayette Parish Juvenile Detention Home (hereinafter referred to as "Detention Home") as a holding facility for the detention of juveniles being detained as juvenile delinquents and/or juveniles adjudicated by the courts pending placement to the State of Louisiana Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (DPSC/YS/OJJ); and

WHEREAS, Parish has requested that LCG admit to the Detention Home, from time to time, juveniles from Parish that are classified as those that can be held in the Detention Home; and

WHEREAS, LCG requires as a condition of its acceptance of Parish's juveniles into the Detention Home, assurances from Parish that it shall pay LCG a per diem rate during such time as Parish's juveniles are detained at the Detention Home.

NOW, THEREFORE, in and for the mutual considerations contained herein, the Parties hereby agree as follows:

**I.
TERM**

The initial term of this Agreement shall be from the 1st day of November, 2018 through the 31st day of October, 2019. Thereafter, the Agreement shall automatically renew for successive one-year periods unless either party gives written notice to the other party of its intent to terminate this Agreement at least thirty (30) days prior to expiration of the one-year period then in effect. Any such notice properly given shall result in the termination of the Agreement at the end of the one-year period then in effect.

**II.
GENERALLY**

LCG agrees to admit juveniles from Parish to the Detention Home from time to time at LCG's sole discretion, with Lafayette Parish juveniles receiving priority, subject to the following terms and conditions. During the time after admitting a juvenile from Parish, in the event that the Detention Home needs that bed space currently being occupied by the Parish's juvenile in order to admit a Lafayette Parish juvenile, Parish agrees to immediately make arrangements to remove the Parish's juvenile from the Detention Home upon request of LCG.

**III.
RATES**

Parish agrees that for any juvenile for whom detention is granted at the Detention Home at Parish's request, the Parish shall pay the daily per diem rate of Two Hundred Fifty Dollars (\$250.00) per day, plus any medical expenses in excess of routine medical matters handled by Detention Home's regular physician. The per diem rate is subject to change upon thirty (30) days advance written notice to the Parish.

Parish agrees that in the event it requests detention of juveniles who either are adjudicated to, or, while detained, become adjudicated to and/or pending placement to, the Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice

(DPSC/YS/OJJ), and when the Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (DPSC/YS/OJJ) reimburses LCG for a portion of the per diem per La. R.S. 46:1906, the Parish agrees that it shall pay the Difference Rate for the detention of such juveniles, which is an amount that is equal to the difference between the LCG regular per diem rate set forth in the paragraph above and the DPSC/YS/OJJ reimbursement rate.

IV. PAYMENTS

Parish agrees to make payment to LCG within thirty (30) days of its receipt of an invoice indicating the amount owed for the detention of its juveniles.

In the event Parish fails to make payment timely, Parish agrees to immediately remove the juvenile from custody of Detention Home and, further that LCG shall have the right to refuse admittance of any additional juveniles from Parish until such time as payment in full is made for all outstanding accounts due to LCG from the Parish.

V. MISCELLANEOUS TERMS

A. No Assignment Without Consent

This Agreement is personal to each of the Parties hereto, and neither Party may assign, transfer, or delegate any rights or obligations hereunder without first obtaining the written consent of the other Party.

B. Nonwaiver

The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect, nor constitute a waiver of, any Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach or any prior, contemporaneous, or subsequent default or breach.

C. Severability

The Parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the Parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal, invalid or unenforceable and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

D. Rules of Construction

The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement, nor any uncertainty or ambiguity herein, shall be construed or resolved in favor of or against either Party on the basis of which Party drafted the uncertain or ambiguous language. On the contrary, this Agreement has been reviewed by all Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties.

E. Amendment

No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both Parties to this Agreement.

F. No Third-Party Beneficiaries

This Agreement is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit anyone not a Party hereto.

G. Complete Agreement

The Parties specifically acknowledge that in entering into and accepting this Agreement, they rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the Parties hereto with regard to the terms, obligations and conditions herein.

H. Attorney's Fees

Should LCG institute legal proceedings to enforce the terms or conditions of this Agreement, LCG shall be entitled to recover all of its reasonable attorney's fees, costs, and other expenses reasonably and necessarily incurred.

SIGNATURE PAGE FOLLOWS

THUS DONE AND SIGNED before the undersigned competent witnesses, and me,
Notary Public, at Lafayette, Louisiana this 13th day of FEBRUARY 2019, after due and
complete reading of the whole.

WITNESSES:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

Anne R. Perret
Print: ANNE R. PERRET

Joel Robideaux
By: Joel Robideaux
Mayor-President

Harriette H. Ortega
Print: Harriette H. Ortega

Vickie W. Oppen
NOTARY PUBLIC

VICKIE W. OPPER
NOTARY PUBLIC #63894
P O. BOX 4017-C
LAFAYETTE, LA 70502
My Commission is for Life

THUS DONE AND SIGNED before the undersigned competent witnesses, and me,
Notary Public, at Lafayette, Louisiana this 13th day of FEBRUARY 2019, after due and
complete reading of the whole.

WITNESSES:

ST. JOHN THE BAPTIST
PARISH GOVERNMENT

Laverne Toombs
Print: LAVERNE TOOMBS

Natalie Robottom

By: Natalie Robottom
[Print Name]
Parish President
[Print Title]

Robert Figuerd Jr
Print: ROBERT FIGUERD JR

Greg K. Maurin
NOTARY PUBLIC

GREG K. MAURIN, JP-48-S
JUSTICE OF THE PEACE



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

February 13th, 2019

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Larry Sorapuru, Jr.
502 Hwy. 18 River Road
Edgard, LA 70049
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1805 W. Airline Hwy.
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Cell 504-402-0302

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1811 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, February 12th, 2019.

"Councilman Sorapuru moved and Councilwoman Remondet seconded the motion to grant administration authorization to enter into an Agreement with Lafayette City-Parish Consolidation Government to Serve as a Juvenile Detention facility. The motion passed with 6 yeas, 1 against (Malik) and 2 absent (Hotard & Wright)."

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 12th day of February, 2019.

Jackie Landeche
Council Secretary

St. John the Baptist Parish Council



Juvenile Detention Home

February 21, 2019

Enclosed please find an executed copy of the recent Detention Agreement between St. John The Baptist Parish Government and the Lafayette Juvenile Detention Home.

Thank you,

A handwritten signature in cursive script, appearing to read 'Michael Rush'.

Michael Rush
JDH Administrative Assistant

Enclosure